

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

03-12610-WGY

FILED  
IN CLERKS OFFICE  
DEC 29 P 12:25  
U.S. DISTRICT COURT  
DISTRICT OF MASS.

JANICE M. LAWRENCE,  
Plaintiff

v.

AVAYA, INC.,  
Defendant

MAGISTRATE JUDGE *Collings*

CIVIL ACTION NO.

AMOUNT \$ *150,529.32*  
SUMMONS ISSUED *45*  
LOCAL RULE 4.1 *1*  
WAIVER FORM *1*  
MCF ISSUED *FORM*  
BY DPTY. CLK. *12/29/03*

COMPLAINT AND JURY DEMAND

PARTIES

1. The Plaintiff, Janice M. Lawrence (the "Plaintiff"), is a resident of Hanson, Plymouth County, Commonwealth of Massachusetts.
2. The Defendant, Avaya, Inc. (the "Defendant"), is a corporation duly established under the laws of the State of Delaware, having its principal place of business in Basking Ridge, New Jersey.

FACTUAL ALLEGATIONS

3. The Plaintiff was employed as a Field Service Manager by the Defendant Avaya, and including time with its corporate predecessor, the Plaintiff was continuously employed by the Defendant for 27 years.
4. During the course of her employment, the Plaintiff met or exceeded all expectations placed on her employment.
5. The Plaintiff is a female, and her date of birth is July 7, 1953.

6. On or about February 21, 2003, the Defendants selected the Plaintiff for layoff.

7. The Defendants retained one Justin Green instead of the Defendant.

8. Justin Green is a male, and upon information and belief, is 28 years of age.

9. Green had inferior qualifications and experience in comparison to the Plaintiff.

10. The Plaintiff has satisfied all prerequisites to suit under G.L. c. 151B, Title VII, 42 U.S.C. § 2000c, and the ADEA, 29 U.S.C. § 621.

### **COUNT I**

#### **Violation of ADEA, 29 U.S.C. § 621**

11. The Defendant selected the Plaintiff for layoff on the basis of her age, in violation of the ADEA, 29 U.S.C. § 621.

12. As a direct and foreseeable consequence of Defendant's acts, the Plaintiff has suffered harm, injury and damages, including but not limited to loss of income and employment benefits, other financial losses, and emotional distress.

### **COUNT II**

#### **Violation of G.L. c. 151B, Age Discrimination**

13. The Plaintiff hereby incorporates by reference all previous allegations made herein.

14. The Defendant selected the Plaintiff for layoff on the basis of her age in violation of G.L. c. 151B.

22. As a direct and foreseeable consequence of Defendants' acts, the Plaintiff has suffered harm, injury and damages, including but not limited to loss of income and employment benefits, other financial losses, and emotional distress.

**PRAYERS FOR RELIEF**

WHEREFORE, the Plaintiff requests this Court to enter Judgment:

- A) Awarding the Plaintiff back pay, front pay, damages for emotional distress, compensatory and punitive damages, liquidated damages, costs and attorney's fees, as provided by 29 U.S.C. § 621, Title VII, 42 U.S.C. § 2000e, and G.L. c. 151B;
- B) Granting such other and further relief as this Court deems necessary and proper.

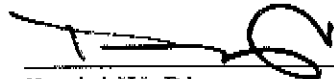
**JURY DEMAND**

PLAINTIFF DEMANDS A TRIAL BY JURY.

Respectfully submitted,

JANICE LAWRENCE,

By her attorney,



Daniel W. Rice  
GLYNN, LANDRY,  
HARRINGTON & RICE, LLP  
10 Forbes Road  
Braintree, MA 02184  
BOB # 559269  
(781) 849-8479

Dated: December 24, 2003

15. As a direct and foreseeable consequence of Defendants' acts, the Plaintiff has suffered harm, injury and damages, including but not limited to loss of income and employment benefits, other financial losses, and emotional distress.

### **COUNT III**

#### **Violation of 42 U.S.C. § 2000e, Gender Discrimination**

16. The Plaintiff hereby incorporates by reference all previous allegations made herein.

17. The Defendant selected the Plaintiff for layoff on the basis of her gender, in violation of 42 U.S.C. § 2000e.

18. As a direct and foreseeable consequence of Defendants' acts, the Plaintiff has suffered harm, injury and damages, including but not limited to loss of income and employment benefits, loss of business and personal reputation, other financial losses, and emotional distress.

### **COUNT IV**

#### **Violation of G.L. c. 151B, Gender Discrimination**

19. The Plaintiff hereby incorporates by reference all previous allegations made herein.

20. The Defendant selected the Plaintiff for layoff on the basis of her gender, in violation of G.L. c. 151B.

21. As a direct and foreseeable consequence of Defendants' acts, the Plaintiff has suffered harm, injury and damages, including but not limited to loss of income and employment benefits, other financial losses, and emotional distress.